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decree in favor of H. C. Trinkle, the petitioners appeal. Affirmed.

H. M. Heuser, of Wytheville, and *Harless & Colhoun*, of Christianburg, for appellants.

W. B. Kegley and *E. Lee Trinkle*, both of Wytheville, for appellee.

GENERAL RY. SIGNAL CO. *v.* COMMONWEALTH.

Jan. 13, 1916.

[87 S. E. 598.]

1. Contracts (§ 144*)—Construction—What Law Governs.—Where contracts were made without the state for the furnishing of material and with skilled laborers, but all were to be performed within the state, the state law governs.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 724-727; Dec. Dig. § 144.* 3 Va.-W. Va. Enc. Dig. 107.]

2. Commerce (§ 40*)—"Interstate Commerce"—What Constitutes.—Defendant, a foreign corporation engaged in the manufacture of signaling devices for use on railroads had its plant outside of the state, contracted to equip a railroad company located entirely within the state with such devices. The work was done in the state largely by skilled laborers with whom contracts were made outside, and the material was consigned by defendant to its own order in the state. Held, that defendant was not a mere seller of property, and the transaction did not constitute interstate commerce, but its property on delivery to its own order in the state became part of the general property and subject to taxation and so it was doing business within the state and was liable to the provisions of Code 1904, § 1104, requiring the designation of a process agent and the filing of a certificate showing the payment of the fee required by law before foreign corporations may do business in the state.

[Ed. Note.—For other cases, see Commerce, Cent. Dig. §§ 29, 30; Dec. Dig. § 40.* 7 Va.-W. Va. Enc. Dig. 865.]

For other definitions, see Words and Phrases, First and Second Series, Interstate Commerce.]

3. Commerce (§ 69*)—Interstate Commerce—Burdens Upon.—The state may impose whatever condition it desires as a condition to the foreign corporations doing business within the state, and therefore the imposition of a license tax based upon the foreign corporation's entire capital stock is not a burden on interstate commerce; its interstate business being entirely separate from its intrastate business.

[Ed. Note.—For other cases, see Commerce, Cent. Dig. §§ 100, 113-119; Dec. Dig. § 69.* 7 Va.-W. Va. Enc. Dig. 867.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Appeal from State Corporation Commission.

Proceedings by the Commonwealth of Virginia against the General Railway Signal Company. From an order of the State Corporation Commission fining defendant, it appeals. Affirmed.

McGuire & Wood, of Rochester, N. Y., *Jos. C. Taylor*, of Richmond, and *Hugh Satterlee*, of Rochester, N. Y., for appellant.

The Attorney General, for the Commonwealth.

GREENWOOD *v.* ROYAL NEIGHBORS OF AMERICA.

Jan. 13, 1916.

[87 S. E. 581.]

1. Appeal and Error (§ 997*)—Review—Evidence—Demurrer to Evidence.—In reviewing the evidence, on writ of error to review a judgment on defendant's demurrer to plaintiff's evidence, the court must accept as established by plaintiff whatever the jury, as reasonable men, might have concluded from the evidence.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 4023, 4024; Dec. Dig. § 997.* 4 Va.-W. Va. Enc. Dig. 524.]

2. Insurance (§ 825*)—Fraternal Benefit Insurance—Breach of Warranty of Health—Question for Jury.—In an action against a fraternal beneficiary society on a benefit certificate, whether decedent, when applying for reinstatement, was not in good health, held for the jury under the evidence.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 2009; Dec. Dig. 825.* 2 Va.-W. Va. Enc. Dig. 347.]

3. Insurance (§ 726*)—Fraternal Benefit Insurance—Construction of Certificate.—The beneficiary of a fraternal benefit society's certificate is entitled to a liberal and favorable interpretation of the contract; for, although fraternal benefit societies are usually dealt with more liberally in some respects than ordinary insurance companies, they are subject to the same rules of law and construction as other companies in regard to their contracts for life insurance.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. §§ 1870-1872; Dec. Dig. § 726.* 2 Va.-W. Va. Enc. Dig. 347.]

4. Insurance (§ 723*)—Fraternal Benefit Insurance—Warranty of "Good Health"—Breach.—Where a member of a fraternal benefit society allowed her certificate to lapse for nonpayment of dues, and thereafter, applying for reinstatement, warranted, under the terms of the certificate, that she was in good health, being, in fact, without knowledge that she was suffering from valvular disease of the heart, there was no breach of her warranty of "good health," a phrase

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.